



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 19, 2012

ADOPTED

IN REPLY PLEASE
REFER TO FILE:

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

26 July 3, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR WATER QUALITY FUNDING INITIATIVE
FLOOD CONTROL DISTRICT PARCEL OWNER ELECTION SERVICE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a contract for services relating to conducting a public hearing and a mail-ballot election with respect to Water Quality Funding Initiative, which will be conducted throughout the Los Angeles County Flood Control District.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for Water Quality Funding Initiative - Flood Control District Parcel Owner Election Service in the sum of \$1,498,600, to K&H Printers-Lithographers, Inc. This contract will commence upon your Board's approval and execution by both parties and will be concluded one year after K&H Printers-Lithographers, Inc., has transferred all ballots received to the Department of Public Works and other work as identified in Task 39 of the scope of work, or September 1, 2014, whichever is earlier.
2. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.

3. Authorize the Director of Public Works or her designee to execute the contract; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide election services, including providing qualified personnel, equipment, and materials to mail notices for a public protest hearing and conduct a mail-ballot election pursuant to Article XIID, Section 6, of the California Constitution (Proposition 218), with respect to a Water Quality Fee proposed for approximately 2.1 million parcels that are located within the Los Angeles County Flood Control District (District). The work to be performed will consist of two major tasks, including: (1) providing notice of a public protest hearing anticipated to be held before your Board in November 2012 and tabulating protests; and in the event that there is no majority protest and at the direction of your Board, and (2) conducting a property owner mail-ballot election. The Department of Public Works (Public Works) anticipates that the election will take place on May 7, 2013.

The Registrar-Recorder/County Clerk, which conducts elections, has expressed that their infrastructure for conducting elections is not set up for a nonregistered voter-based electorate, and they do not have the expertise or the resources to execute a property owner ballot tabulation on this scale. Therefore, Public Works has solicited the services of a qualified private enterprise to conduct this protest and election proceeding.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Fiscal Responsibility (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amount is \$1,498,600 plus 10 percent for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and our estimated utilization of the contractor's services. Funding for this service is included in the Recommended Fiscal Year 2012-13 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance the 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On this date, Public Works is concurrently recommending that your Board authorize Public Works to take the necessary steps to cause a protest hearing to be set in connection with a Proposed Clean Water, Clean Beaches Water Quality Fee, which is the first step in the process for voter approval required by Proposition 218, of a proposed fee to fund projects and services to improve water quality and reduce stormwater and urban runoff pollution in the District. In order to impose or increase a property-related fee, a local governmental agency, such as the District, must comply with Proposition 218, the "Right to Vote on Taxes Act," which was approved by California voters in 1996. This constitutional amendment imposes specific requirements on local governments that propose to impose property-related fees and assessments, including a voter-approval requirement for some property-related fees.

Proposition 218 requires a two-step process for imposing the proposed water quality fee: a protest hearing and, if there is no majority protest, an election. The recommended contractor is to provide election-related services, including mailing the notices of the protest hearing to over 2 million parcels and conducting a mail-ballot election, is K&H Printers-Lithographers, Inc., located in Everett, Washington. This contract will commence upon your Board's approval and execution by both parties and will be concluded one year after K&H Printers-Lithographers, Inc., has transferred all ballots received to Public Works and other work as identified in Task 39 of the scope of work, or September 1, 2014, whichever is earlier.

The scope of work will require the contractor to mail notices to the owners of more than 2 million parcels of a public hearing before your Board and the right to protest the proposed fee. The notice must provide the property owner with information about the fee, including the exact amount of the fee that will be imposed on his or her property, and notify the property owner of his or her right to submit a protest. If there is no majority protest and your Board authorizes a property owner mail-ballot election, the contractor will be required to mail ballots to the owners of each of the parcels in the District that would be subject to the proposed fee and tabulate the ballots.

Public Works will establish a Centralized Account Processing Systems account with the United States Postal Service and provide sufficient funds to cover the cost of postage for the tasks associated with this contract. The cost of postage is estimated to be \$1.8 million.

The contract will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with K&H Printers-Lithographers, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance and a faithful performance bond will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on November 3, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract does not allow for a cost-of-living adjustment during the contract term.

ENVIRONMENTAL DOCUMENTATION

Approval of the recommended action does not constitute a project subject to the requirements of the California Environmental Quality Act in that it can be seen with certainty that the action will not result in a direct or reasonably foreseeable indirect physical change in the environment.

CONTRACTING PROCESS

On November 4, 2011, Public Works solicited proposals from 53 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

On December 12, 2011, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. Also, staff from the Registrar-Recorder/County Clerk attended the evaluation meeting as the election expert. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, K&H Printers-Lithographers, Inc. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
June 19, 2012
Page 6

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works,
Administrative Services Division.

Respectfully submitted,


GAIL FARBER
Director of Public Works

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Registrar-Recorder/County Clerk

SAMPLE AGREEMENT FOR
WATER QUALITY FUNDING INITIATIVE - FLOOD CONTROL DISTRICT
PARCEL OWNER ELECTION (2012-AN002)

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and K&H PRINTERS-LITHOGRAPHERS, INC., a Washington corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 12, 2011, hereby agrees to provide services as described in this Contract for Water Quality Funding Initiative - Flood Control District Parcel Owner Election (2012-AN002).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Watershed Area Groups; Exhibit G, Election Key Days; Exhibit H, Sample Performance Guaranty and County of Los Angeles Department of Public Works Procedures for Acceptance of Securities; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$1,498,600 or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's term shall commence upon Board approval and execution by both parties and shall be concluded one year after CONTRACTOR satisfactorily completes Task 39 in Exhibit A, Scope of Work, or September 1, 2014, whichever is earlier. At the COUNTY'S sole and absolute discretion, the COUNTY may suspend this Contract at any time or delete Tasks. If the COUNTY suspends the Contract, the CONTRACTOR shall suspend, reschedule, and/or defer all work under this Contract for a period of up to two years following the commencement of this Contract. Notwithstanding any suspension, the CONTRACTOR'S commencement of Contract work shall be at the rates provided in the Schedule of Prices (Form PW-2). The CONTRACTOR shall suspend and recommence Contract work as directed by Contract Manager at no additional cost to COUNTY. The CONTRACTOR waives all claims against the COUNTY for consequential

damages resulting from the COUNTY'S suspension of work, deletion of tasks or failure to use the CONTRACTOR's services in whole or partially including, but not limited to, lost profit.

FIFTH: The CONTRACTOR shall bill upon completion, in arrears, for the work performed and completed during the preceding month. Invoices shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices. However, 10 percent of all payments to CONTRACTOR will be withheld as retention until satisfactory completion of Task 39, as provided in Exhibit A, paragraph P, County Payment Obligations/Retention/Waiver of Claims.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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TENTH: No cost-of-living adjustments shall be granted during the Contract term.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees to strictly comply with the Contract requirements.

THIRTEENTH: The CONTRACTOR shall secure and maintain throughout this Contract term, a faithful performance bond, in a form satisfactory to COUNTY or, at COUNTY'S sole and absolute discretion, any alternative security acceptable to the Director, including cash, certified check payable to COUNTY, certificate of deposit, or letter of credit (together, "Performance Guaranty"), to an amount that shall be 100 percent of the Total Proposed Amount indicated in Form PW-2. The CONTRACTOR shall pay all security premiums, costs, and incidentals.

A performance bond must be payable to COUNTY and executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The form of performance bond may not allow the bond surety to substitute another person to perform the services described in this Contract but must provide for payment of monies to COUNTY to (1) secure substitute CONTRACTOR'S services; (2) remedy damages incurred by COUNTY, including reasonable expenses, attorney's fees, and liquidated and compensatory damages; and (3) ensure satisfaction of all Contract's obligations. The performance bond must be conditioned on faithful performance by CONTRACTOR of all the terms and conditions of this AGREEMENT.

The Performance Guaranty must be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At least 30 days prior to any renewal of the Performance Guaranty, the CONTRACTOR shall deliver the Performance Guaranty to COUNTY.

The COUNTY may verify the accuracy and authenticity of the Performance Guaranty submitted.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

K&H PRINTERS- LITHOGRAPHERS, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD 833**Bid Title :** Water Quality Funding Initiative - Flood Control District Parcel Owner Election (2012-AN002)**Bid Type :** Service**Department :** Public Works**Commodity :** ELECTION EQUIPMENT AND SUPPLIES**Open Date :** 11/4/2011**Closing Date :** 11/14/2011 2:00 PM**Bid Amount :** \$ 2,500,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Water Quality Funding Initiative - Flood Control District Parcel Owner Election (2012-AN002). The total contract amount of this service is estimated to be \$2,500,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057, emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, the following:

1. Proposer must have completed two mail ballot elections over the last seven years. At least one of those completed elections must have included 100,000 or more voters/ballots. Completion of mail ballot election must include conducting tabulation of results.
2. Proposer Project Manager must have managed two mail ballot elections over the last seven years. At least one of those completed elections must have included 100,000 or more voters/ballots. Completion of mail ballot election must include conducting tabulation of results.
3. Proposer will be required to submit a Bid Guaranty of 10 percent of the proposed annual price with the proposal at the time of proposals' submission. The successful Contractor will be required to provide a faithful performance guaranty.

A Proposers' Conference will be held on Monday, November 14, 2011, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Administrative Services Division, 9th Floor Conference Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. However, those Proposers who attended the Proposers' Conference for the previous solicitation on October 4, 2011, (RFP No. 2011-AN025) are not required to attend the Proposers' Conference to be held on November 14, 2011.

Public Works will reject proposers whose attendance cannot be verified at either the October 4 or November 14, 2011, conferences. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms.

After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, November 28, 2011, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number listed on the previous page.

Contact Name : Edwin Manoukian**Contact Phone# :** (626) 458-4057**Contact Email :** emanoukian@dpw.lacounty.gov**Last Changed On :** 11/4/2011 10:07:28 AM

[Back to Last Window](#)